

SEEDSTAGES

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

This Agreement (the "Agreement"), is made by and between SeedStages, LLC ("SeedStages") and _____ ("Recipient"), effective as of _____, 20____.

In consideration of SeedStages' disclosure of Confidential Information to Recipient, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Confidential Information. For purposes of this Agreement, "Confidential Information" means all nonpublic information of SeedStages including, but not limited to, its, present and future (a) trade secrets; (b) financial information, including pricing; (c) program, product and service information, including systems, procedures, designs, development, research, data and know-how; (d) business information, including operations, planning, marketing interests and products; (e) the terms of any agreement to which SeedStages is a party; and (f) discussions, negotiations or proposals related to agreements or any other item of Confidential Information. Recipient shall hold and maintain the Confidential Information in strictest confidence and shall not use or disclose the Confidential Information in any way outside of Recipient's relationship with SeedStages.

2. Confidential Information Exceptions. Confidential Information does not include information: (a) in the public domain through no fault of Recipient; or (b) disclosed with the prior written consent of SeedStages. If Confidential Information is required to be produced by law or governmental authority, Recipient must so notify SeedStages immediately.

3. Non-Circumvention and Non-Disparagement. Recipient will not at any time attempt in any manner to commercially exploit, either directly or indirectly, the proposed or existing business opportunities, relationships, concepts and plans of SeedStages or any of the Confidential Information without SeedStages's prior written consent, that may be given or withheld by SeedStages in its sole discretion. This prohibition includes any direct or indirect contact with SeedStages's providers, clients, members, agents, or employees. Recipient further agrees not to say anything at any time to any third party that disparages or reflects negatively on SeedStages, its employees, staff, agents and affiliates; or its programs, products and offers.

4. Non-Solicitation. From the date of this Agreement until 12 months after the later of (i) the date of this Agreement, or (ii) the date Recipient ceases to make Contributions to SeedStages, Recipient shall not directly or indirectly hire or attempt to hire any person who is an employee, agent, independent contractor or consultant of SeedStages, or was such during the 180 days prior thereto.

5. Non-Competition. From the date of this Agreement until 12 months after the later of (i) the date of this Agreement, or (ii) the

date Recipient ceases to make Contributions to SeedStages, Recipient shall not directly compete with SeedStages in its current business, either as shareholder, partner, owner, director, officer, employee, independent contractor or consultant, in any location that SeedStages conducts its current business.

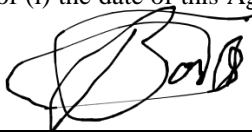
6. Ownership of Confidential Information. All Confidential Information is and shall remain the sole property of SeedStages. No rights, licenses, trademarks, inventions, copyrights, patents, or other intellectual property rights are implied or granted under this Agreement, except to use the Confidential Information as provided herein. On termination of engagement by SeedStages or at its request, all material containing Confidential Information, including hard and electronic copies, must be returned to SeedStages or destroyed by Recipient. At the request SeedStages, Recipient will furnish a certificate, signed by an officer of Recipient, certifying that any Confidential Information not returned to SeedStages has been destroyed.

7. Ownership and Nature of Contributions. Recipient agrees that all rights associated with any ideas, content, or work product ("Contributions") of Recipient created for SeedStages is work made for hire for SeedStages. If any such Contribution does not qualify as a work made for hire for any reason, Recipient hereby assigns all of the rights in such Contribution to SeedStages. Recipient acknowledges that such agreement and grant, and all of the time, work and effort given by Recipient to SeedStages, is given freely without any compensation or other obligation to Recipient, including without limitation, any equity interest in SeedStages, unless evidenced by a written agreement signed by both parties.

8. Indemnity; Injunction. Recipient will defend and indemnify SeedStages from all third-party claims resulting from a breach of this Agreement by Recipient. Recipient acknowledges that such a breach may result in irreparable harm. If there is a breach or threatened breach of this Agreement, SeedStages may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not alter any other remedies available to SeedStages.

9. General. This Agreement: (a) is governed by applicable United States federal law and the law of Minnesota, without regard for choice of law provisions, and the parties hereto agree to submit to the venue and personal jurisdiction of the courts in the county in which SeedStages's main office is then located; (b) represents the parties' entire understanding regarding the subject matter hereof; (c) may be modified, and a provision hereof, waived, only by a writing signed by both parties; (d) is severable, and if any provision of this Agreement is illegal or unenforceable, the unaffected provisions will remain in effect.

SEEDSTAGES, LLC



RECIPIENT

ACCEPTED

AND

AGREED: